

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 58 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. DTNH22-01-R-05162		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 6-4-2001	6. REQUISITION/PURCHASE NO. NTS-01-1-05162
7. ISSUED BY DOT/NHTSA/NAD-30 400 7TH STREET SW WASHINGTON DC 20590				8. ADDRESS OFFER TO <i>(If other than Item 7)</i> SAME AS BLOCK 7 ATTN: S. PETER SHULTZ		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository location in Nassif Building, Room 5301 until 2:00 PM local time 5 July 2001
(Hour) *(Date)*

CAUTION -- LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME S. Peter Shultz	B. TELEPHONE <i>(NO COLLECT CALLS)</i>	C. E-MAIL ADDRESS	
		AREA CODE 202	NUMBER 366	EXT. 9561

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	18-24
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3-6	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	25
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	26-47
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	9-14	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	48-54
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	15-16	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	55-56
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	17				

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
<i>(See Section I, Clause No. 52-232-8)</i>					
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>		
15B. TELEPHONE NO. <i>(Include area code)</i>	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM <i>(4 copies unless otherwise specified)</i>		
<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				
24. ADMINISTERED BY <i>(If other than Item 7)</i>		CODE	25. PAYMENT WILL BE MADE BY	
			CODE	
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>			27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
			28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 SUPPLIES/SERVICES**

The Contractor shall provide the qualified personnel, facilities, materials, supplies, equipment, and services to perform the requirement entitled “Methodology for Determining Motorcycle Operator Crash Risk and Impairment” as set forth in Section C.

B.2 CONTRACT PRICES

The total fixed price for providing all supplies and services under this contract is \$_____.

SECTION C - DESCRIPTION/ SPECIFICATIONS/ WORK STATEMENT

C.1 BACKGROUND

In 1999, 2,472 motorcyclists were killed and an additional 50,000 were injured in traffic crashes in the U.S. This is 8 percent more than the 2,294 motorcyclists killed and more than 49,000 motorcycle injuries reported in 1998. Per vehicle mile traveled, motorcyclists are about 16 times as likely as passenger car occupants to die in a traffic crash. And similar to drivers, alcohol plays a substantial role. Motorcycle operators involved in fatal crashes had higher intoxication rates [0.10+ % BAC] than any other type of vehicle driver. Intoxication rates for vehicle operators involved in fatal crashes were 28 percent for motorcycles, 20 percent for light trucks, and 17 percent for passenger cars. Including riders killed at lower BACs, about 38 percent of all fatally injured motorcycle riders had been drinking at the time of the crash.

Over the years, some very useful data have been collected regarding motorist use of alcohol and the resultant over involvement of crashes at higher BAC levels. Data collected during the 1960s and 1970s on crash rates for those who had and had not been drinking paved the way for legislative, enforcement, and public information and education types of solutions. Yet, there are no comparable data regarding motorcyclist involvement in alcohol related crashes vs. the on the road usage of alcohol by motorcyclists. This contract takes the first step in addressing this problem by identifying alternative methods of collecting and analyzing field data on alcohol usage and crash data for motorcyclists.

C.2 SUMMARY OF WORK REQUIRED

The overall objective of this 14 month project is to identify alternative methods for collecting and analyzing both motorcycle exposure data and complimentary motorcycle crash data. Another objective will be to identify potentially suitable sites for collecting the requisite data. Ultimately, collection and analysis of these data will permit us to answer questions regarding the likelihood of crashes at various BAC levels and to more effectively target those who drink and ride. For example, it would be useful to know the BAC levels associated with alcohol impairment: Are riders more vulnerable at lower BAC levels as compared to the their drinking motorist counterparts? Are youthful riders at a greater risk of crash involvement after drinking as compared to older riders at high BAC levels?

C.3 SPECIFIC CONTRACT REQUIREMENTS

The contractor shall review selected national and international literature that may have a bearing on motorcycle rider exposure and crash information. The contractor shall assemble a panel of specialists with expertise in the areas of alcohol and highway safety, motorcycle safety, field data collection and evaluation, epidemiology and related fields to define the problems and identify alternative procedures for collecting and analyzing these data. The panel recommendations will be used by the contractor to develop alternative research approaches for collecting and analyzing the needed data. In addition, the contractor shall develop screening criteria and conduct preliminary efforts at identifying promising sites for data collection. The contractor shall summarize its findings in a final technical report.

C.4 SPECIFIC REQUIREMENTS

Task 1 – Start-Up Meeting

The Contractor shall meet with the Contracting Officer's Technical Representative (COTR) within two (2) weeks of contract award to discuss the project objectives, schedule of activities, the composition of the expert panel, and the nature of the deliverable requirements.

Task 2 – Review of Relevant Research/Materials

The Contractor shall perform a detailed review of selected domestic and international research addressing:

1. Issues relating to highway safety exposure and crash data;
2. Methodology for collecting and analyzing driver exposure and crash data from (alcohol) impaired drivers;
3. The interaction between exposure and crash data used to identify hazardous activities, locations and user groups.

The contractor shall prepare a literature review document that summarizes the results of the review and provides relevant background information for use by the workshop participants being assembled in the subsequent task. This report shall be submitted within five months after contract award. The report should cover methodology described and/or used that goes back at least until the early 1970s. It may include textbook information as well as information from applied applications.

Task 3 – Workshop

Within four months of contract award, the contractor shall compile a list of potential workshop panel members and submit this list to the COTR for review and approval. The list shall include a description of each candidate along with their affiliations and relevant experience in one or more areas related to motorcycle safety and field evaluation, statistics, epidemiology, survey research and/or behavioral science. Experts from a broad range of fields shall be included from both the public and private sector. After receiving approval for the proposed panel the Contractor shall contact each prospective candidate and request his or her attendance at the workshop. The contractor will be responsible for making all necessary travel and hotel arrangements for the panel members.

Within 5 months of contract award, the contractor shall coordinate the workshop agenda with the COTR. The agenda should include at least:

1. Determining motorcycle exposure data needs—what do we hope to accomplish, candidate units of measure (e.g., number of alcohol related motorcycle crashes, number and type of motorcycle riders near the site of crashes, etc.)
2. Determining how exposure data (denominator) and crash data (numerator) will be combined in a meaningful and useful manner to provide measures of crash risk. Ultimately, collection and analysis of these data will answer questions regarding the likelihood of crashes at various BAC levels and to more effectively target those who drink and ride. For example, it would be useful to know the extent to which high BAC levels are associated with crashes. Are riders more vulnerable at lower BAC levels as compared to the their drinking motorist counterparts? Are youthful riders at a greater risk of crash involvement after drinking as compared to older riders at high BAC levels?

3. Considering alternative and existing data sources for both exposure and crash data
4. Identifying criteria for prioritizing data needs (e.g., cost, usefulness to other agencies/programs, generalizability to other areas/regions, etc.)
5. Prioritizing alternative methodologies for collecting and analyzing exposure and crash data
6. Methods to be considered for obtaining exposure and crash data should include on road observational studies (real-time, videotape, time-lapse, etc.) and on-scene crash studies. However, all suitable alternatives should be considered.

Within six months of contract award, the contractor shall convene a workshop to review existing data and to develop a set of recommendations regarding alternative methodologies, procedures, measures of effectiveness, data analysis techniques, etc. that should be considered for use in subsequent motorcycle research. This meeting shall occur at the FHWA Learning Center Facility in Arlington VA. The COTR will make arrangements and reserve the facility. It is anticipated that the meeting will last between 1 ½ to 2 days.

Within 7 (seven) months after contract award, the Contractor shall submit a Draft Workshop Summary report describing the outcome of the panel meeting. This report will be reviewed by the COTR, revised as necessary by the contractor, and resubmitted to the COTR in final copy within 9 months after contract award.

Task 4 – Develop Alternative Research Approaches

The results of the panel meeting, along with input from the literature review and the COTR, will be combined to produce a prioritized listing of alternative approaches for collecting and analyzing the required data. This prioritized listing will be presented in a letter report to the COTR. Subsequently, the contractor shall prepare a site identification plan that will determine promising exposure/crash data collection sites. The letter report will be submitted by the 10th contract month.

Task 5 – Site Identification

During Task 5, promising exposure/crash data collection sites will be identified. It should be emphasized that collection of crash and/or exposure data is not within the scope of this study. During this task the contractor will make contact with persons who have knowledge of potentially suitable sites. This will be followed by phone or letter contact. Contacts within NHTSA regions will not be made without notification of the specific regions involved. The contractor shall develop a listing of site screening criteria and prepare a form that will be used as part of data collection about the site. Level of cooperation, motorcycle usage and data quality will be factors considered for inclusion in the screening criteria and form. Depending on a variety of factors, a trip to the site(s) may be helpful. However, no such trip will take place without prior written approval of the COTR. Within ten months of contract award, the contractor shall submit a letter report summarizing the results of the site identification effort.

Task 6 - Final Report

The contractor shall prepare a Draft Final Technical Report within 12 months of contract award that documents the overall objectives, method, findings and implications of the study. The Draft Final Report shall contain the key elements reported from project related activities including the literature review, workshop activities, site identification efforts and contractor recommendations regarding the most promising approaches for collecting alcohol related crash and exposure data from motorcycle riders. As part of this report, the contractor shall indicate the types of questions that may be answered using various study approaches and data analyses. For example, it would be useful to know the extent to which high BAC

levels are associated with crashes. Are riders more vulnerable at lower BAC levels as compared to the their drinking motorist counterparts? Are youthful riders at a greater risk of crash involvement after drinking as compared to older riders at high BAC levels? Based on the set of recommendations and given one or more possible study sites it may be possible to project study activities and costs. A draft summary describing the project and depicting some of the most important findings also shall be submitted within 12 months of contract award along with the Draft Final Technical Report . This summary shall be suitable for a non-technical audience and shall be used as the basis of a note (or Press Release) that NHTSA can consider using to publicize the key findings. The COTR will review and comment on the Draft reports. Within fourteen months of contract award, the contractor shall submit the smooth Final Technical Report and Summary.

In addition the contractor shall prepare an article suitable for publication in a referred journal describing the method and main findings of this effort. The COTR will provide comments to the contractor, and the contractor shall submit the final version to the COTR in accordance with the deliverables schedule, Section F.

SECTION D - PACKAGING AND MARKING

Preservation, packaging, and packing of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

Except as specifically exempted by the Contracting Officer, all deliverables under this contract shall be sent to the "Place of Delivery", as specified in Section F, via regular mail.

Under no condition shall the contractor use express mail to transmit routine progress reports or invoices.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

NOTE: Those clauses marked with a “X” are hereby incorporated by reference.

X 52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

E.2 INSPECTION AND/OR ACCEPTANCE

The Contracting Officer's Technical Representative (COTR) as designated in this contract shall be responsible for performing the inspection of all supplies or services rendered under this contract. Such inspection shall normally be made at the destination specified for the required deliverables.

The COTR shall also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the contract requirements.

Rejection of any deliverable will delay payment due under the contract and may be grounds for termination for default.

SECTION F - DELIVERABLES

F.152.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

- X 52.242-15 Stop Work Order (AUG 1989)
- X 52.242-17 Government Delay of Work (APR 1984)
- X 52.247-35 F.O.B. Destination within Consignee's Premises (APR 1984)

F.2 PERIOD OF PERFORMANCE

All work required hereunder including preparation, submission, review, and acceptance of the final reports shall be completed within fourteen (14) months of the effective date of the contract.

F.3 MILESTONE AND DELIVERY SCHEDULE

The following contains the milestones (M) and deliverables (D) that will be delivered in accordance with the following schedule:

ITEM	DELIVERABLES/ MILESTONE	DUE DATE AFTER CONTRACT AWARD	NBR OF COPIES
1	Monthly Progress Report (D)	10 th day of the month following the month being reported	2
2	Initial Meeting (M) (Task 1)	2 weeks	N/A
3	Submit List of Workshop Candidates (Task 3) (D)	4 months	2
4	COTR reviews and approves/comments on list of workshop candidates and returns to contractor. (M)	4.5 months	N/A
5	Submission of Literature Review Report (Task 2 (D)	5 months	3
6	Contractor/COTR coordinate workshop agenda. (Task 3) (M)	5 months	N/A
7	Contractor conducts workshop. (M) (Task 3)	6 months	N/A
8	Draft Workshop Summary Report. (Task 3) (D)	7 months	2
9	COTR review and approval/comment on Draft Workshop Summary Report. (M)	8 months	N/A

10	Submission of final version of Workshop Summary Report (D)	9 months	3
11	Submission of letter report on alternative approaches (Task 4) (D)	10 months	2
12	Submission of letter report on site identification (Task 5) (D)	10 months	2
13	Submission of Draft Final Report and Draft Summary Report for Review by COTR (Task 6) (D)	12 months	3
14	COTR review and approval/comment on draft final report and draft summary report. (M)	13 months	N/A
15	Submission of Final Report and Summary Report. (Task 6) (D)	14 months	5
16	Submission of Draft Journal Article (Task 6) (D)	14 months	1

Place of Delivery of Reports

All deliverables shall be furnished to the following addresses in the number of copies specified:

<u>Mailing Address</u>	<u>Deliverable Item Numbers</u>	<u>Number of Deliverable Copies</u>
DOT/National Highway Traffic Safety Administration Office of Vehicle Safety Compliance 400 Seventh Street, S.W. Room 6240 Washington, D.C. 20590 Attention: <u>Marv Levy (COTR)</u>	1 , 16	1
	3 , 8 , 11 , 12 ,	2
	5 , 10 , 13	3
	15	5
DOT/National Highway Traffic Safety Administration Office of Contracts and Procurement 400 Seventh Street, S.W. (NAD-30) Washington, D.C. 20590 Attention: <u>S. PETER SHULTZ</u>	1	1

F.4 REPORTS REQUIREMENTS

a. Monthly Progress Reports

The Contractor shall furnish a monthly letter-type progress report in one (1) copy to the Contracting Officer's Technical Representative (COTR) and one (1) copy to the Contracting Officer by the tenth of the month following the month being reported. The report shall include, but not be limited to the following:

- (1) Accomplishments made during the reporting period.
- (2) What is planned for accomplishment during the next reporting period.
- (3) Preliminary or interim results, conclusions, trends or other items of information that the contractor believes are of timely interest to NHTSA.
- (4) Problems or delays that the contractor has experienced in the performance of this contract.
- (5) Specific action that the contractor would like NHTSA to undertake to alleviate a problem.

a. Final Technical Report

The contractor shall submit a Draft and Final Technical Report in accordance with the Deliverable Schedule, Section F.3 of this contract. One (1) camera-ready copy and four (4) reproduced copies of the Final Technical Report shall be provided. At a minimum, the Draft and Final Technical Reports shall contain:

- (1) An executive summary of the research problem addressed, the approach, results and conclusions;
- (2) A detailed description of the overall approach including the literature review, the workshop activities and recommendations, and the promising list of research sites;
- (3) Recommendations for future research.

c. Report Preparation:

(1) FORMAT REQUIREMENTS:

Non-compliance with format requirements is the factor that most often leads to rejection of Final Reports. A letter sent to NHTSA contractors in January 1980 stated that 80 percent of all Final Reports are rejected because of non-compliance with format requirements. NHTSA's Office of Financial Management does withhold payment of final vouchers until the Final Report is submitted in accordance with contract requirements. Therefore, it is very important that the Final Report comply with the format requirements stated below. Final Reports are most commonly returned because of the following format problems:

- (a) Technical Report Documentation Page (DOT Form 1700.7) not submitted, or improperly completed;
- (b) not single-spaced;
- (c) not original typed copy (including charts and graphs);
- (d) not original photographs;
- (e) photographs improperly keyed to text;

- (f) text improperly paginated;
- (g) pages missing (e.g., table of contents).

Reports shall be prepared in accordance with DOT Order 1700.18B, "Acquisition, Publication and Dissemination of DOT Scientific and Technical Reports", which includes DOT document, DOT-TST-75-97, "Standards for the Preparation and Publication of DOT Scientific and Technical Reports," incorporated herein by reference. These documents can be accessed at www.dot.gov.

DOT Order 1700.18B requires that a Report Date be displayed on the cover and the Technical Report Documentation Page (DOT Form 1700.7, the following page). The Report Date shall be the date that Contractor actually submits the Final Report to the General Services Division, National Highway Traffic Safety Administration.

If a Final Report is returned to the Contractor for technical or format corrections, the Report Date should be changed to reflect the date of re-submission.

In addition to the requirements of DOT Order 1700.18, the Contractor shall comply with the following requirements for the cover:

- (a). In addition to the name of the author, all principal contributing authors must be listed. "Principal Contributing Authors" are those individuals, prime or subcontractor who supervised or controlled a major portion, component or sub-element of the project whether or not the individual actually wrote the report or a major portion thereof.
- (b). Directly beneath these names the contract number and contract dollar amount must be listed. The contract dollar amount is the cumulative total of the initial amount including fee or profit, if any, and any subsequent changes.
- (c). Any Final Reports not meeting the requirements stated above shall be returned to the Contractor for correction.

(2). PHOTOS/ART:

Photos not requiring enlargement or reduction should be mounted in the appropriate location in the text. Otherwise, each photo or art piece should be mounted and numbered sequentially in red ink in the lower right hand corner of the postcard, with each number prefixed with an "A". Also include an indication of the page on which the photo/art will appear (e.g., A-1, page 5; A-3, page 9, etc.) Do not write on the photos and art.

If films, sound recordings, or other audio-visual materials are produced under this contract, all rights to national distribution without limitation (full "buy-out") must be obtained in the name of the National Highway Traffic Safety Administration.

(3) ACKNOWLEDGMENTS:

In preparing the Final Report for this project, the Contractor shall comply with disclosure requirements specified in DOT Order 1700.18 as specified above. In all other instances where the results of this project are presented or published (in whole or part) during the contract or after its completion, the Contractor and Subcontractor(s) are required to make the following acknowledgment:

"This research was supported (in part) by the National Highway Traffic Safety Administration (NHTSA), U.S. Department of Transportation, under Contract No. DTNH22-01-C-05162. The opinions, findings, and recommendations contained herein are those of the authors, and do not necessarily represent those of the NHTSA."

(4) ELECTRONIC MEDIA FORMATTING REQUIREMENTS

The print materials shall be provided to NHTSA in both camera ready and appropriate media formats (disk, CD-rom) with graphics and printing specifications to guide NHTSA's printing office and any outside organization implementing the program. Printing Specifications follow.

- (a). Digital artwork for printing shall be provided to NHTSA on diskette (100 meg Zip disk or 1GB Jaz disk). Files should be in current desktop design and publication programs, for example, Adobe Illustrator, Adobe Photoshop, Adobe Pagemaker, Macromedia Freehand, QuarkXPress. The contractor shall provide all supporting files and fonts (both screen and printers) needed for successful output, black and white laser separations of all pages, disk directory(s) with printing specifications provided to the Government Printing Office (GPO) on GPO Form 952 to guide NHTSA's printing office, GPO, and any outside organizations assisting with program production. The contractor shall confer with the COTR to verify all media format and language.
- (b). Additionally, the program materials shall be submitted in the following format for placement on NHTSA's homepage of the world wide web.

- @ Original application format, for example, *.pm5; *.doc; *.ppt; etc
- @ HTML level 3.2 or later
- @ A PDF file for viewing with Adobe Acrobat

All HTML deliverables must be delivered on either a standard 3.5" floppy disk or on a Windows 95 compatible formatted Iomega zip disk and labeled with the following information:

- @ Contractor name and phone number
- @ Names of relevant files
- @ Application program and version used to create the file(s).

If the files exceed the capacity of a high density floppy, a Windows 95 compatible formatted Iomega zip disk is acceptable.

Graphics must be saved in *Graphic Interchange Format (GIF)* or *Joint Photographic Expert Group (JPEG)*. Graphics should be prepared in the smallest size possible, without reducing the usefulness or the readability of the figure on the screen. Use GIF for solid color or black and white images, such as bar charts, maps, or diagrams. Use JPEG (highest resolution and lowest compression) for photographic images having a wider range of color or grey-scale tones. When in doubt, try both formats and use the one that gives the best image quality for the smallest file size. Graphic files can be embedded in the body of the text or linked from the body text in their own files: the latter is preferable when a figure needs to be viewed full screen (640 X 480 pixels) to be readable.

Tabular data must be displayed in HTML table format.

List data must be displayed in HTML list format.

Pre-formatted text is not acceptable.

Currently, frames are not acceptable.

JAVA, if used, must not affect the readability or usefulness of the document, only enhance it.

Table background colors may be used, but must not be relied upon (for example, a white document background with a table with colored background may look nice with white text, but the colored background doesn't show up on the user's browser the text will be white against white and unreadable.)

All HTML documents must be saved in PC format and tested on a PC before delivery.

During all phases of program development, draft program content and materials shall be provided to the COTR, as appropriate, for approval and coordination within NHTSA. Draft materials shall also be used for program message testing (the method of testing chosen in consultation with and approved by the COTR) to ensure that the content and messages are clear, easily understood and produce the desired effect with intended audiences. The Final and Summary Reports shall also be submitted in PDF format.

d. Summary Report

The contractor shall revise the Summary Report to include the Government's changes and deliver the complete document by the due date stated in Section F, Deliverables.

The Summary Report shall be a separate document not exceeding two typewritten pages. The Summary Report shall include:

- (a) A brief statement of the aim or objective of the work performed.
- (b) A brief description of the background.
- (c) A summary of how the work was accomplished.
- (d) A summary of the most significant results of the work.
- (e) A brief statement of the potential applications of the results of the work accomplished.

F.5 BRIEFINGS AND MEETINGS

- a.** Within 1 (one) week after being notified of the contract award, key contractor personnel shall meet with the COTR and other interested NHTSA personnel in Washington, D.C., for preliminary discussions. The contractor shall present his/her plan of work and his/her understandings of the contract requirements so that any ambiguous points may be resolved.
- b.** The contractor shall prepare for 2 (two) additional working sessions during the project to discuss progress, resolve problem areas, and address any other matters specified in Section C, Specific Requirements. Each working session will require a minimum of 4 (four) hours.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENTS**

Performance-Based Payment Procedures (Refer to FAR 52.232-32 "Performance Based Payments") will apply to payments made under this contract. Accordingly, payment shall be made upon successful completion of the following events:

EVENT**PAYMENT**

(TO BE FILLED IN AT TIME OF CONTRACT AWARD)

G.2 VOUCHER/INVOICE REQUIREMENTS

- a. Invoices shall be submitted in an original and (1) copy to:
DOT/ NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
OFFICE OF FISCAL SERVICES, FINANCE GROUP, NPP-32
400 SEVENTH STREET, S. W., ROOM 5208
WASHINGTON, D.C. 20590

And one (1) copy to:

DOT/ NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION
OFFICE OF CONTRACTS AND PROCUREMENT, NAD-30, ROOM 5301
400 SEVENTH STREET, S.W.
WASHINGTON, D.C. 20590
ATTN: S. Peter Shultz (Contracting Officer)

- b. Invoice Requirements --The following data shall be included in an invoice to be considered acceptable:
- (1) The name of the business concern, address, invoice number and date.
 - (2) Contract number, contract modification number, the name of COTR or other authorization for delivery of property or services.
 - (3) List the event on which the requested payment is based (as shown in Section G.1) as well as the corresponding dollar amount associated with successful completion of that event.
 - (4) Precise instructions for delivery of payments. Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (5) Other substantiating documentation or information as required by the contract.

G.3 PAYMENT DUE DATE

- a. Payments under this contract will be due on the 30th calendar day after the later of:
 - (1) The date of the actual receipt of a proper invoice in the office designated to receive the invoice, or;
 - (2) The date the supplies and/or services are accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.
- c. If the final report is rejected for failure to conform to the technical requirements of the contract, or for damage in transit, the payment due date shall be calculated from the date of the new submission.

G.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- a. The Contracting Officer will designate a technical representative (COTR) to assist in monitoring the work under this contract. The COTR is responsible for the technical administration of the contract and technical liaison with the Contractor. The **COTR IS NOT AUTHORIZED** to change the scope of work or specifications as stated in the contract, to make any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions. The COTR shall be responsible for reviewing all Contractor invoices to ensure, subject to audit, that billings are commensurate with supplies/services rendered.
- b. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision will be authorized only in writing by the Contracting Officer.
- c. The COTR will be responsible for determining if the contract events listed in Section G.1 have been successfully completed for purposes of Performance-Based Payments.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

None

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far/

NOTE: Those clauses marked with a "X" are hereby incorporated by reference.

- | | | |
|----------|-----------|---|
| <u>X</u> | 52.202-1 | Definitions (MAY 2001) |
| <u>X</u> | 52.203-3 | Gratuities (APR 1984) |
| <u>X</u> | 52.203-5 | Covenant Against Contingent Fees (APR 1984) |
| <u>X</u> | 52.203-6 | Restrictions on Subcontractor Sales to the Government (JUL 1995) |
| <u>X</u> | 52.203-7 | Anti-Kickback Procedures (JUL 1995) |
| <u>X</u> | 52.203-8 | Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) |
| <u>X</u> | 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) |
| <u>X</u> | 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (JUN 1997) |
| <u>X</u> | 52.204-4 | Printed or Copied Double-Sided on Recycled Paper (AUG 2000) |
| <u>X</u> | 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995) |
| <u>X</u> | 52.215-2 | Audit and Records-- Negotiations (JUN 1999) |
| <u>X</u> | 52.215-8 | Order of Precedence--Uniform Contract Format (OCT 1997) |
| <u>X</u> | 52.215-14 | Integrity of Unit Prices (OCT 1997) |
| <u>X</u> | 52.219-8 | Utilization of Small Business Concerns (OCT 2000) |
| <u>X</u> | 52.222-3 | Convict Labor (AUG 1996) |
| <u>X</u> | 52.222-26 | Equal Opportunity (FEB 1999) |
| <u>X</u> | 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) |

- X 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- X 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
- X 52.223-6 Drug Free Workplace (MAY 2001)
- X 52.225-5 Trade Agreements (APR 2000)
- X 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- X 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- X 52.227-14 Rights in Data - General (JUN. 1987)
- X 52.229-3 Federal, State, and Local Taxes (JAN 1991)
- X 52.229-5 Taxes--Contracts Performed in US Possessions for Puerto Rico (APR 1984)
- X 52.232-8 Discounts for Prompt Payment (MAY 1997)
- X 52.232-11 Extras (APR 1984)
- X 52.232-17 Interest (JUN 1996)
- X 52.232-23 Assignment of Claims (JAN 1986)
- X 52.232-25 Prompt Payment (MAY 2001)
- X 52.232-32 Performance-Based Payments (MAY 1997)
- X 52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999)
- X 52.233-1 Disputes (DEC 1998)
- X Alternate I (DEC 1991)
- X 52.233-3 Protests After Award (AUG 1996)
- X 52.242-13 Bankruptcy (JUL 1995)
- X 52.243-1 Changes - Fixed Price (AUG 1987)
- X 52.249-2 Termination for Convenience of the Government (Fixed Price) (SEP 1996)
- X 52.249-8 Default (Fixed Price Supply and Service) (APR 1984)

I.2 DEPARTMENT OF TRANSPORTATION(DOT) CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following Transportation Acquisition Regulation clauses by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

<u>Clause Number</u>	<u>Title and Date</u>
<u>X</u> 1252.209-70	Disclosure of Conflicts of Interest (OCT 1994)
<u>X</u> 1252.242-71	Contractor Testimony (OCT 1994)
<u>X</u> 1252.242-72	Dissemination of Contract Information (OCT 1994)

The following DOT clause is registered as an experiment with the Department of Transportation Procurement Re-invention Laboratory and provided here in full text.

1252.2xx-xx SEATBELT USE POLICIES AND PROGRAMS.

In accordance with Executive Order 13043, the recipient of this award is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential Initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at (888) 221-0045 or visit its website at www.trafficsafety.org.

I.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSE PROVIDED IN FULL TEXT

This contract incorporates the following Federal Acquisition Regulation Clauses provided in full text.

I.3.1 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

The contract is subject to the written approval of the Director, Office of Contracts and Procurement, National Highway Traffic Safety Administration, and shall not be binding until so approved.

I.3.2 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages __, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

I.3.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

- (a) *Definitions.* As used in this clause--
- "Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;
 - (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
 - (3) Is a joint venture as defined in 13 CFR 124.1002(f). "Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.
- "Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067K including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).
- "United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.
- (b) *Evaluation adjustment.* (1) Offers will be evaluated by adding a factor of ten (10) percent to the price of all offers, except--
- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;

- (ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
 - (v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.
- (c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.
- _____ Offeror elects to waive the adjustment.
- (d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--
- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.3.4 52.219-4 Notice of Price Evaluation preference for HUBZone Small Business Concerns (Jan 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
 - (ii) Otherwise successful offers from small business concerns;
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern non-manufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

PART III. - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

**ATTACHMENT
NUMBER**

1

SF-LLL "Disclosure of Lobbying Activities" (2 pages)

PART IV. REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, OTHER STATEMENTS OF OFFERORS **(Negotiation Procedures)**

- | | | |
|-----|--|---|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence
Certain Federal Transactions |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed
Debarment, and Other Responsibility Matters |
| 6. | FAR 52.215-6 | Place of Performance |
| 7. | FAR 52.219-1 | Small Business Program Representations |
| 8. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 9. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 10. | FAR 52.222-25 | Affirmative Action Compliance |
| 11. | FAR 52.222-48 | Exemption from Application of Service Contract Act Provisions
for Contracts for Maintenance, Calibration, and/or Repair of
Certain ADP, Scientific and Medical, and/or Office and Business
Equipment - Contractor Certification. |
| 12. | FAR 52.225-2 | Buy American Act - Balance of Payments Program Certificate |
| 13. | FAR 52.225-4 | Buy American Act - North American Free Trade Agreement -
Israeli Trade Act - Balance of Payments Program Certificate |
| 14. | FAR 52.225-6 | Trade Agreements Act Certificate |
| 15. | FAR 52.227-15 | Representation of Limited Rights Data and Restricted Computer
Software |
| 16. | FAR 52.230-1 | Cost Accounting Standards Notices and Certification
(Nondefense) |
| 2. | Type of Business | |
| 18. | Authorized Negotiators | |
| 19. | Technical Data Certification | |
| 20. | Representation of Compliance with the Electronic and Information Technology Accessibility
Standards | |
| 21. | Notification of Defective Invoices | |
| 22. | Other Communications | |
| 23. | Certification of Representations and Certifications | |

(REV. DATE: 5/24/01 through FAC 27-22 (replacement))

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
OF OFFERORS**

***** This Section K shall be completed, executed by an official authorized to bind the Offeror, and submitted with the offer. *****

**I. 52.203-2 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
(APR 1985)**

(NOTE: This certification applies to acquisitions when a firm-fixed price contract or fixed-price contract with economic price adjustment is contemplated.)

(a) The offeror certifies that --

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(NOTE: This certification applies to acquisitions expected to exceed \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer.
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) **Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **Taxpayer's Identification Number (TIN).**

- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because:
- () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of the Federal government;

(e) **Type of Organization.**

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other _____

(f) **Common Parent.**

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:
Name _____
TIN _____

4. 52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. *(Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52-219-1 in this Section K)* - The offeror represents that it [] is, [] is not a women-owned business concern.

5. 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that--
 - (i) The Offeror and/or any of its Principals--
 - (A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have [] have not [], within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of

Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(D) below.]**

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and **[This language stayed indefinitely. Please use paragraph (a)(1)(i)(E) below.]**

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

2. (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has ☐ has not ☐, within the past three-years, relative to tax, labor and employment, environmental antitrust, or consumer protection laws—

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgement in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

- (iii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

6. 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City, State, County, Zip Code)

Name and Address of Owner
& Operator of the Plant or Facility if
Other than Offeror Or Respondent

7. 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIVE (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [insert NAICS code].

(2) The small business size standard is _____ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not, a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not, a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not, a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and

operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

Alternate I (Oct 2000). As prescribed in 19.307(a)(2), add the following paragraph (b)(6) to the basic provision:

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not, a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

8. 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

9. 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and,
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

10. 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

11. 52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUG 1996)

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies ☐, does not certify ☐ that:

- (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations;
- (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain Information Technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by

customers. An “established market price” is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and

- (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the contractor uses for equivalent employees servicing the same equipment of commercial customers.
- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

Note to Offeror: The following certification shall be completed if clause 52.225-1 is checked in Section I of this solicitation.

12. 52.225-2 Buy American Act--Balance of Payments Program Certificate (Feb 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Note to Offeror: The following certification shall be completed if clause 52.225-3 is checked in Section I of this solicitation.

13. 52.225-4 Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate (Feb 2000)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
[List as necessary]	

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
[List as necessary]	

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Alternate I (Feb 2000). As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:
Line Item No.

(List as necessary)

Alternate II (Feb 2000). As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

Line Item No

Country of Origin

[List as necessary]

Note to Offeror: The following certification shall be completed if clause 52.225-5 is checked in Section I of this solicitation.

14. 52.225-6 TRADE AGREEMENTS CERTIFICATE (FEB 2000)

(NOTE: This certification applies to acquisitions of supplies, or for services involving the furnishing of supplies, for use within the United States.)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, designated country, Caribbean Basin country or NAFTA country end product, as defined in the clause entitled "Trade Agreements").

(b) The offeror shall list as other end products those supplies that are not U.S.-made, designated country, Caribbean Basin country or NAFTA country end products.

Other End Products

Country of Origin

(List as necessary)

15. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
3. The offeror has reviewed the requirements for the delivery of data or software and states (offeror check appropriate block)--
- ☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
- ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-General."

**16. 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION
(JUN 2000)**

(NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement--Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards--Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (i) A Disclosure Statement Filing Due Date of _ has been established with the cognizant Federal agency.

☐ (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

17. TYPE OF BUSINESS

Check the appropriate selection(s) from the following:

- | | |
|---|---|
| <input type="checkbox"/> Small Disadvantaged Business | <input type="checkbox"/> Other Non-Profit Organization |
| <input type="checkbox"/> Other Small Business | <input type="checkbox"/> State/Local Govt - Education |
| <input type="checkbox"/> Large Business | <input type="checkbox"/> State/Local Govt - Hospital |
| <input type="checkbox"/> JWOD | <input type="checkbox"/> Other State/Local Government |
| <input type="checkbox"/> Nonprofit Educational Org. | <input type="checkbox"/> Foreign Contractor |
| <input type="checkbox"/> Nonprofit Hospital | <input type="checkbox"/> Domestic Contractor Performing |
| <input type="checkbox"/> Women-Owned Business | <input type="checkbox"/> Outside US |
| <input type="checkbox"/> Historically Black College/Univ. | <input type="checkbox"/> Veteran-Owned Small Business Concern |
| <input type="checkbox"/> Minority Institution | <input type="checkbox"/> Service Disabled Veteran-Owned |
| | <input type="checkbox"/> Small Business Concern |

18. AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

Name	Title	Telephone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

19. TECHNICAL DATA CERTIFICATION

The offeror certifies that it has not delivered or is not obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in its offer, except as set forth below:

☐ None

☐ Contract No. (and Subcontract No., if applicable):

Agency Name and Place of Delivery:

20. REPRESENTATION OF COMPLIANCE WITH THE ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS

(Applicable to contracts which furnish Electronic and Information Technology (EIT) products and services .)

- (a). Submission of the representation referenced in paragraph (b) and (c) is a prerequisite imposed by 36 CFR 1194 for making or entering into this contract.
- (b). The offeror represents by fully completing the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that the products and services offered in response to this solicitation comply with the Electronic and Information Technology Accessibility Standards at 36 CFR 1194, unless stated otherwise within the spreadsheet.
- (c). The offeror further represents that all EIT products and services represented in the Electronic and Information Technology Accessibility Standards Evaluation spreadsheet (attachment located in Section J of this solicitation) that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

21. NOTIFICATION OF DEFECTIVE INVOICES

Each Contractor receiving an award will be requested to identify a person or office to be contacted for prompt notification regarding the receipt by the Government of a defective invoice.

Name _____

Title _____

Address _____

City & State _____ Zip Code _____

Telephone No. _____ FAX. No. _____

22. OTHER COMMUNICATIONS

To facilitate other communications, please provide your organizational FAX number(s):

CERTIFICATION OF REPRESENTATIONS AND CERTIFICATIONS

By signing below, the offeror certifies that the representations and certifications are accurate, current and complete. The offeror further certifies that it will notify the Contracting Officer of any changes affecting these representations and certifications.

Solicitation Number _____

Organization Name and Address _____

Typed Name _____

Signature _____ Date _____

SECTION L**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****INDEX**

L.1	FAR 52.252-1	Solicitation Provisions Incorporated by Reference (FEB 1998)
L.2	FAR 52.216-1	Type of Contract (APR 1984)
L.3	FAR 52.204-6	Data Universal Numbering System (DUNS) Number (JUN 1999)
L.4	FAR 52.233-2	Service of Protest (AUG 1996)
L.5	FAR 52.232-28	Invitation to Propose Performance-Based Payments (MAR 2000)
L.6	TAR 1252.209-70	Disclosure of Conflicts of Interest (OCT 1994)
L.7	General Information	
L.8	Proposal Submission	
L.9	Technical Proposal Instructions	
L.10	Business Management Proposal Instructions	

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

NOTE: Provisions incorporated by reference are indicated by an "X"

X 52.215-1 Instructions to Offerors - Competitive Acquisition (MAY 2001)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed- Price type contract from this solicitation.

L.3 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)

- a. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- b. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- c. Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.4 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)

- a. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Transportation, National Highway Traffic Safety Administration, Office of Contracts and Procurement, 400 Seventh Street, S.W., Room 5301, Washington, D.C. 20590.
- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 FAR 52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS (MAR 2000)

- (a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.
- (b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.
- (c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:
 - (1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.
 - (2) The terms and conditions of the performance-based payments must--
 - (i) Comply with FAR 32.1004;
 - (ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and
 - (iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.
 - (3) The terms and conditions of the performance-based financing must be in the best interests of the Government.
- (d) The offeror's proposal of performance-based payment financing shall include the following:
 - (1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of--

- (i) The projected performance-based payment dates and the projected payment amounts; and
- (ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

L.6 TAR 1252.209-70 DISCLOSURE OF CONFLICTS OF INTEREST (OCT 1994)

It is the Department of Transportation's (DOT's) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be substantially affected by Departmental activities. Based on this policy:

- a. The offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by DOT or with an organization whose interests may be substantially affected by Departmental activities, and which is related to the work under the request. The interest(s) described shall include those of the proposer, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20% interest in the offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- b. The offeror shall describe in detail why it believes, in light of the interest(s) identified in (1) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- c. In the absence of any relevant interest identified in (1) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- d. The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information, and any other relevant information known to DOT will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- e. The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract which could not reasonably have been known prior to

award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if it is deemed that termination is in the best interest of the Government.

L.7 **GENERAL INFORMATION**

a. **Small Business Set-Aside**

- (1) This requirement [] is ☒ not a 100 percent small business set-aside.
- (2) For the purpose of this solicitation, the small business size standard is \$5 million.
- (3) The NAICS code is 54172.

b. **Preproposal Conference**

☒ A pre-proposal conference is not contemplated.

c. **Government Staffing Estimate**

The Government's estimate of **professional and technical staffing** for this project is approximately 1,020 hours. This information is advisory and is not to be considered as the sole basis for the development of your staffing plans.

d. **Literature Search**

If a literature search is to be conducted in performance of the contract resulting from this solicitation, the Contractor, after award but prior to initiating the search, will be required to consult with the Contracting Officer's Technical Representative (COTR) in order to make maximum use of the services of NHTSA's Technical Reference Branch.

All documents, original or copies, acquired with contract funds by the Contractor in performing the resultant literature search shall become the property of NHTSA (Technical Reference Branch) at the completion of the contract without additional charge to NHTSA. This assumes that a search of NHTSA's Highway Safety Literature File will have been made by the Contractor to eliminate the acquisition of duplicate documents.

e. **Award Notice/Incurrence of Cost**

Until a formal notice of award is issued, no communication by the Government either written or oral shall be interpreted as a promise that an award will be made.

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific written authorization from the Contracting Officer.

L.8 **PROPOSAL SUBMISSIONS**

All proposals (offers) shall be submitted in the quantities shown below:

- a. **Standard Form 33** - 1 copy unbound; with original signature.
- b. **Section K - Representations, Certifications and Other Statements of Offerors** - must be completed and submitted as a part of your proposal. Submit only one copy.
- c. **Technical Proposal** - 5 copies. **NOTE:** The Technical Proposal shall be separated from the Business Management Proposal; no cost information shall be included or referenced in the Technical Proposal.
- d. **OMB Standard Form LLL, Disclosure of Lobbying Activities** - if applicable, offerors shall also complete and submit one copy of this form, as contained in Section L, Supplement 2.

L.9 **TECHNICAL PROPOSAL INSTRUCTIONS**

Offerors shall identify the authors of their proposals and specify those sections for which the writers had major responsibility. The technical proposal shall consist of the following major sections: a. Table of Contents; b. Understanding of Technical Objectives; c. Technical Approach; d. Qualifications of Personnel e. Company Experience and Past Performance

a. **TABLE OF CONTENTS**

The Table of Contents shall provide the reader a means to easily identify major points of discussion. Further, the offeror shall not deviate from any major headings or section titles indicated in this Request-for-Proposal. The evaluators will use the information supplied under each heading to evaluate that factor. Each offeror may provide reference material (such as appendices, figures, charts, photographs or schematics) if properly cross-referenced to a heading listed in this Section L.9 of this RFP.

b. **UNDERSTANDING OF TECHNICAL OBJECTIVES**

The offeror's understanding of the technical objectives of the project as described in the statement of work and as evidenced by the comprehensiveness of the background information provided including identification of the alcohol motorcycle problem and key issues that need to be resolved in support of the project effort. The offeror should indicate the similarities and differences between an exposure and crash data study focusing on motorcycle safety involving alcohol impaired riders and ones conducted in the past, focusing on alcohol impaired drivers.

c. **TECHNICAL APPROACH**

The reasonableness, completeness, clarity and feasibility of the offeror's approaching to achieving the objectives of this study. This involves an undertaking of the issues associated with this project and includes the comprehensiveness of the offeror's review of relevant research materials, the steps necessary in preparing for and conducting the workshop, the types of alternative approaches described, site selection criteria and the discussion relating to the key components of the technical report.

d. **QUALIFICATIONS OF PERSONNEL**

As part of the proposal the offeror shall submit the following:

1. An organizational chart showing the individuals proposed for this contract effort and their corresponding roles/positions.
2. For each person proposed, include a resume or summary of related practical experience and educational background. Also indicate if the proposed individual is a full-time employee of the offeror, a contingent hire, consultant, or sub-contractor.

e. **OFFEROR'S EXPERIENCE AND PAST PERFORMANCE**

The offeror should list relevant corporate experience and expertise in providing services similar to those listed in this Statement of Work.

The offeror shall provide concise description of similar and relevant projects within the past two years. List any contracts or subcontracts for the same or similar requirements stated in Section C within the past two years. Identify the agency, the contract number, and a point of contact (name, address, telephone number).

The offeror shall provide information which addresses the level of quality and customer service provided during recent contracts similar to the effort described in this RFP. Specific examples or narrative should demonstrate problems encountered and successfully resolved.

Provide a list of any contract, regardless of dollar value and subject matter, that was terminated for the convenience of the Government within the past three years, or any contract, regardless of dollar value and subject matter, that was terminated for default within the past three years. Briefly explain the circumstances in each instance.

L.10 **BUSINESS MANAGEMENT PROPOSAL INSTRUCTIONS**

a. **Contract Pricing Proposal**

The offeror shall annotate Section B.2 of this RFP with its firm fixed price for performance of this entire contract effort. completion i, the offeror shall insert its firm fixed price s Offerors are instructed to use Sections B and M to prepare their price proposals.

Regarding Task 3 "Workshop", the cost of the meeting room at the FHWA Learning Center Facility in Arlington VA should not be factored into the offeror's cost proposal. This cost, along with cost of audio/visual equipment, will be paid for by the government outside this contract vehicle. The offeror should; however, factor in costs associated with refreshments.

For costing purposes the Contractor should assume that 10 to 12 participants outside government and 6-8 resource staff within government will be involved in a 1 ½- to 2-day meeting.

- b. A contract resulting from this RFP will permit Performance-Based Payments. The offeror is requested to carefully review Section L.5 "Invitation to Propose Performance-Based Payments." The offeror should submit (separate from its technical proposal) its proposed payment schedule. The schedule should clearly define key milestones and payments associated with those milestones. The proposed payment schedule should be commensurate with the anticipated costs associated with meeting those milestones.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION, NEGOTIATIONS AND AWARD PROCESS:

A. The evaluation process designed for this procurement will be of a two-phased nature.

INITIALLY - The offeror's technical proposal will be evaluated for technical merit according to the criteria set forth in M.2, EVALUATION FACTORS.

SECONDLY - The offeror's proposed price as reflected in Section B.2, and proposed performance-based payment schedule will be considered. The review of the offeror's price will be made independently of the technical review. Prices of **technically unacceptable** proposals will **not** be evaluated.

B. OFFERORS ARE CAUTIONED TO SUBMIT PROPOSALS ON THE MOST FAVORABLE BASIS SINCE THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT FURTHER NEGOTIATION OR DISCUSSION, IN ACCORDANCE WITH FAR 15.306 AND FAR 52.215-1. However, negotiations may be conducted with those offerors whose responsive and technically acceptable technical proposals, combined with their cost proposals, place them in the competitive range. Negotiations will be conducted to the extent deemed necessary by the Government.

C. The Evaluation Factors set forth in M.2 will be used in evaluating **technical proposals**. Further guidance on requirements and criteria is provided in Section L - Instructions, Conditions and Notices to Offerors. Technical considerations are more important than price. Price will not be accorded any specific numerical rating. If there are no significant technical proposal differences, price may be the determining factor for source selection. An offeror whose price is high(er) may be accepted if technical considerations make the offer advantageous to the Government.

M.2 EVALUATION FACTORS

Proposals will be evaluated and the prospective Contractor(s) will be selected based principally on the following criteria listed. The weights for factors are as follows:

<u>Factor</u>	<u>Weight</u>
Understanding of Technical Objectives	40%
Technical Approach	30%
Qualifications of Project Personnel	20%
Offeror's Experience and Past Performance	10%

M.2.1 Understanding of Technical Objectives (L.11.b)

The offeror's understanding of the technical objectives of the project as described in the Statement of Work and as evidenced by comprehensiveness in the identification of project objectives. Also, the identification of potential technical problems and critical issues related to successful completion of the project.

M.2.2 Technical Approach

The reasonableness, completeness, clarity, and feasibility of the offeror's approach to achieving the objectives of the project. This involves a comprehensive undertaking of the issues associated with the project, and includes the adequacy of the overall approach and appropriateness, the adequacy of the proposed site data collection methodology and statistical or other analytic methods discussed.

M.2.3 Qualifications of Project Personnel

The expertise, both general and project related, education level and availability of key project professional and technical personnel. Demonstrated evidence of specialized qualifications indicated in the RFP.

M.2.4 Offeror's Experience and Past Performance

Organizational capability to perform the project and experience on similar or related projects.

Offeror's past record of providing high quality services, on time, and within budgetary constraints.

NOTE: An offeror who claims prior related corporate experience, but whose past performance record has been poor may receive an unacceptable rating for this entire evaluation factor. An offeror without a record of relevant past performance or for whom information on past performance is not available will be evaluated only on corporate experience.

Approved by OMB

0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i>					
15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.